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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM379739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEWSTAR BUSINESS CREDIT, LLC		03/31/2016	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	DAISY ROCK GUITARS, LLC
Street Address:	9772 Sunland Boulevard
City:	Shadow Hills
State/Country:	CALIFORNIA
Postal Code:	91040
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	4346434	DAISY ROCK GIRL GUITARS
Registration Number:	4115835	DRG
Registration Number:	3396783	
Registration Number:	3231861	
Registration Number:	3113746	
Registration Number:	3099057	TOM BOY
Registration Number:	3094949	
Registration Number:	3091002	ROCK CANDY
Registration Number:	2834573	
Registration Number:	3276045	FLOWER POWER
Registration Number:	2515522	DAISY ROCK
Registration Number:	3666484	GIRL GUITARS
Registration Number:	3829854	
Registration Number:	4261656	FIREBRAND
Registration Number:	4257910	DAISY ROCK GIRL GUITARS
Registration Number:	4257909	DAISY ROCK GIRL GUITARS
Registration Number:	4246221	DAISY ROCK GIRL GUITARS
Registration Number:	3653292	DAISY ROCK GIRL GUITARS

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<u> TRADEMARK</u>

Property Type	Number	Word Mark
Registration Number:	3457304	DEBUTANTE
Registration Number:	3469048	PETAL POWER
Registration Number:	3591706	PINK LABEL

### CORRESPONDENCE DATA

### Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 201-525-0300

Email: ip@musicesq.com

Correspondent Name: Ronald S. Bienstock

Address Line 1: 411 Hackensack Avenue, 7th Floor Address Line 4: Hackensack, NEW JERSEY 07601

ATTORNEY DOCKET NUMBER:	1214
NAME OF SUBMITTER:	Ronald S. Bienstock
SIGNATURE:	/thesuit/
DATE SIGNED:	04/07/2016

### **Total Attachments: 7**

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# RELEASE OF GRANT OF SECURITY INTEREST IN IP RIGHTS

This Release of Grant of Security Interest in IP Rights (this "Release") is made as of March 31, 2016, by NEWSTAR BUSINESS CREDIT, LLC, a Delaware limited liability company (the "Secured Party"), in its capacity as a secured party pursuant to the Security Agreement referred to below, for the benefit of DAISY ROCK GUITARS, LLC, a Delaware limited liability company, located at 9772 Sunland Blvd. Shadow Hills, CA 91040, (the "Debtor").

### WITNESSETH:

WHEREAS, the Debtor and the Secured Party are parties to that certain Patent, Copyright and Trademark Security Agreement dated as of March 10, 2014 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"), pursuant to which the Debtor has granted to the Secured Party a security interest in, among other things, certain "Intellectual Property Collateral" (as identified on Exhibit A attached hereto);

WHEREAS, the Debtor has requested that the Secured Party release, and the Secured Party is willing to release the entirety of, subject to the terms hereof, its security interest, and claims of security interest, in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

- 1. The Secured Party does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the security interest contained in the Assignment, including, all of the Intellectual Property Collateral, which shall include, but is not limited to, the following:
- (a) all of Debtor's right, title and interest in, to and under (i) the trademark registrations and applications referred to on Exhibit A hereto and the domain names on Exhibit B attached hereto, (ii) all extension and renewals of any of the foregoing, (iii) all rights in and to the domain names listed in Exhibit B attached hereto; (iv) all the goodwill of the business and the intellectual property connected with the use of and symbolized by the foregoing, (v) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, (vi) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and
- (b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Debtor is licensee or licensor thereunder) including those referred to in Exhibit A hereto.
- (c) any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns,

transfers and conveys any and all right, title or interest of the Secured Party in such Intellectual Property Collateral to the Debtor.

- 2. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Debtor's sole cost and expense, as may be reasonably necessary to affect the release of the Intellectual Property Collateral contemplated hereby, including, without limitation, UCC filings.
- 3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4. This Release and the rights and obligations of the parties hereunder shall be governed by. and shall be construed and enforced in accordance with, the laws of the State of California. The Parties acknowledge that they are familiar with Section 1542 of the Civil Code of California, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution of the release, which, if known by him must have materially affected his settlement with the debtor."

The undersigned expressly, knowingly, and intentionally waives and relinquishes any and all rights that it may have under Section 1542.

5. In the event that any term or provision of this Release is determined illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the remaining terms or provisions of this Release, which remaining terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Release of security interests in the Intellectual Property Collateral to be executed and delivered as of the date first written above.

NEWSTAR BUSINESS CREDIT, LLC

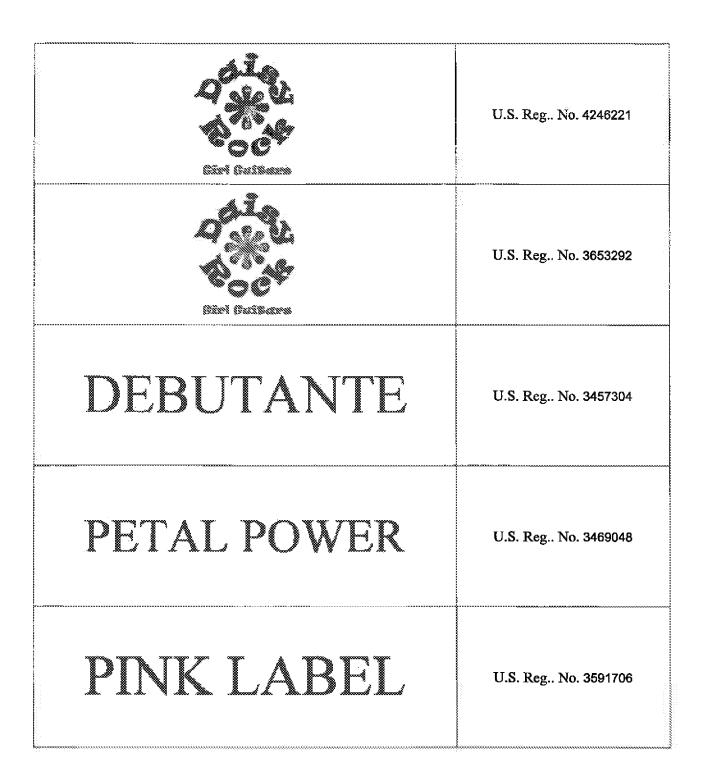
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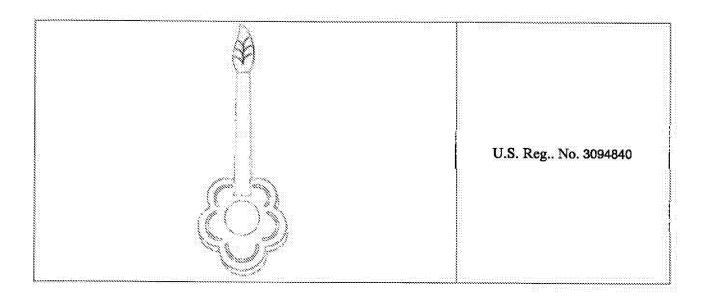
# EXHIBIT A

SHAMROCK GUITAR	U.S. Ser. No. 86260515
	U.S. Reg No. 4346434
	U.S. Reg No. 4115835
	U.S. Reg No. 3396783
	U.S. Reg No. 3231861

	U.S. Reg., No. 3113746
TOMBOY	U.S. Reg No. 3099057
(3)	U.S. Reg No. 3094949
ROCK CANDY	U.S. Reg No. 3091002
	U.S. Reg No. 2834573
FLOWER POWER	U.S. Reg., No. 3276045

DAISY ROCK U.S. Reg.. No. 2515522 GIRL GUITARS U.S. Reg.. No. 3666484 U.S. Reg.. No. 3829854 FIREBRAND U.S. Reg.. No. 4261656 U.S. Reg.. No. 4257910 U.S. Reg.. No. 4257909 Miri Friibare





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**RECORDED: 04/07/2016**